

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ES-KO INTERNATIONAL, INC.,

Plaintiff,

-v-

IHC SERVICES, INC., IHC SERVICES S.R.L.,
EZIO TESTA, ANGELITA QUINTEROS,
WILLIAM ETHERSON, GIANDOMENICO
PICCO, TORNIO INTERNAZIONALE S.P.A.,
TORNIO S.A.H., DARIO FISCHER, ENGELBERT
SCHREIBER, JR., ALLIANCE INVESTMENT
DEVELOPMENT LTD., COGIM S.P.A.,
CORIMEC ITALIANA S.P.A., ALEXANDER
YAKOVLEV, DMITRY YAKOVLEV, and JOHN
DOES 1 TO 100,

Defendants.

Case No. 06 CV 2422 (PKC)

SUPREME FOODSERVICE AG,

Plaintiff,

-v-

IHC SERVICES, INC., EZIO TESTA, , ANGELITA
QUINTEROS, GIANDOMENICO PICCO, TORNIO
INTERNAZIONALE S.P.A., TORNIO S.A.H.,
DARIO FISCHER, ENGELBERT SCHREIBER,
JR., ALLIANCE INVESTMENT DEVELOPMENT
LTD., ALEXANDER YAKOVLEV, MOXYCO,
LTD., VLADIMIR KUZNETSOV, NIKAL LTD.,
DMITRY YAKOVLEV AND OLGA YAKOVLEV,

Defendants.

Case No. 06 CV 1759 (PKC)

STIPULATION AND ORDER

WHEREAS defendants IHC Services, Inc. and Ezio Testa (the "IHC Defendants") have demanded production of copies of the separate settlement agreements entered into between plaintiffs ES-KO International, Inc. ("ES-KO") and Supreme Foodservice AG ("Supreme") (together "Plaintiffs") and Defendants Compass Group PLC, ESS Support Services Worldwide, Eurest Support Services (Cyprus) International Limited, Steve Kemp, Len Swain,

Steve Bickerstaff and Peter Harris (the "Compass Defendants") (the "Settlement Agreements");
and

WHEREAS Plaintiffs have taken the position that the Settlement Agreements are
subject to confidentiality restrictions; and

WHEREAS counsel for the Compass Defendants have consented to production of
the Settlement Agreements in accordance with the restrictions contained in this Stipulation;

IT IS HEREBY STIPULATED AND AGREED by the respective undersigned
counsel for the Plaintiffs and the IHC Defendants in the above-captioned litigation, as follows:

1. Plaintiffs agree to produce to counsel for the IHC Defendants copies of
their separate Settlement Agreements immediately upon execution and Court endorsement of this
Stipulation.

2. Except upon prior written consent of all parties to this Stipulation, or order
of the Court, the Settlement Agreements shall not be disclosed, summarized, or otherwise made
available to anyone except:

(a) litigation counsel for the IHC Defendants; and

(b) individuals either employed by, or having an ownership interest in,

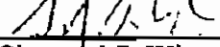
IHC Services, Inc.

3. In the absence of prior written consent by all parties to this Stipulation, or
order of the Court, neither the IHC Defendants' counsel nor the IHC Defendants nor any of the
individuals referenced in paragraph 2(b) of this Stipulation shall disclose any of the contents of
the Settlement Agreements to any third party nor shall ES-KO's Settlement Agreement with the
Compass Defendants be disclosed to Supreme or to Supreme's counsel, nor shall Supreme's

Settlement Agreement with the Compass Defendants be disclosed to ES-KO or to ES-KO's counsel.

4. Those persons identified in paragraphs 2(b) above, to whom the Settlement Agreements are disclosed, shall first be advised that the Settlement Agreements are being made available to them under this Stipulation; they shall be given a copy of this Stipulation; they shall agree to be bound by this Stipulation; and they shall evidence their consent to be bound by this Stipulation by signing and dating a copy of the Confidentiality Undertaking annexed hereto as Exhibit "A" and attorneys for the IHC Defendants shall retain all signed copies of such Confidentiality Undertaking. Absent Court order, counsel for the IHC Defendants shall be under no obligation to produce or disclose the Confidentiality Undertakings, or the identity of any individual that has executed a Confidentiality Undertaking, to the Plaintiffs or counsel for the Plaintiffs.

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
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Attorneys for Plaintiff
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Attorneys for Plaintiff
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LAZER, APTHEKER, ROSELLA & YEDID, P.C.

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Attorneys for Defendants
IHC Services, Inc. and Ezio Testa

SO ORDERED:

P. Kevin Castel
Hon. P. Kevin Castel

Dated: 6-1, 2007